

ARTICLE 31
GRIEVANCE PROCEDURE

SECTION 1. The parties of this Agreement and any employee who is part of the unit defined in Article 1, Section 2, may present a grievance on any matter covered by this grievance procedure. It is recognized that the Union is required to present sufficient facts, testimonial and/or documentary, relating to complaints, grievances, appeals or problems encountered in order to facilitate appropriate and timely resolution or action.

SECTION 2. This negotiated procedure shall be the exclusive procedure for use by the parties in processing grievances, and disciplinary/adverse action matters, except as prohibited by law or described below. For disciplinary/adverse action matters, the employee may use the negotiated grievance procedure or the prescribed appellate procedure, if applicable, but not both. Specific exceptions to the negotiated grievance procedure include:

- a. Prohibited political activities;
- b. Retirement, life insurance or health insurance;
- c. Suspension or removal under 5 USC 7532 (National Security);
- d. Any examination, certification, or appointment;
- e. The classification of any position which does not result in reduction in grade or pay of an employee;
- f. Termination of temporary or excepted appointments;
- g. Termination of a temporary position;
- h. Non-selection from a properly constituted list of eligibles for promotion;
- i. Reduction in force;
- j. Termination of a probationary employee;
- k. The adoption or non-adoption of a beneficial suggestion;
- l. EEO complaints;
- m. Letters of caution;
- n. Any suspension, revocation, probation, or any other action affecting an employee's driving privileges or record, or any citation issued by the Security Department. (This does not preclude a grievance concerning any disciplinary/adverse personnel action which results from loss of driving privileges) .

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SECTION 3. The Employer and the Union expect employees and supervisors to settle grievances as Informally and expeditiously as possible.

SECTION 4. When more than one employee has an Identical grievance (the dissatisfaction expressed and the relief requested are the same), the Union will select an Individual case for processing under this grievance procedure. The final decision on the case selected will be binding on the other cases.

SECTION 5. Grievances may be presented and processed by:

(a) An employee on that employee's own behalf; in which case the Union will have the right to be present during the settlement proceedings ;

(b) An employee with representation appointed by the Union;

(c) The Union on behalf of the employee;

(d) The Union In Its behalf; or

(e) The Employer.

SECTION 6. Employee grievances (Section 5a, 5b, 5c, or 5d above) will be processed in accordance with the following procedure, using the NAGE grievance form (Appendix B) .

Step 1. The grievance will be Informally presented either orally or in writing to the employee's Immediate supervisor within 15 working days after the employee becomes aware of the matter about which he/she is aggrieved. If resolution of the employee's grievance is not within the authority of the supervisor, the Parties will refer the matter to the management official having such authority to resolve. The employee will be informed of the findings within five (5) working days of the date upon which the employee presented his/her grievance. If the employee's grievance is not resolved, the grievant may Informally present it either orally or In writing to successively higher levels or management, including his/her Division Director. In each instance, the employee's grievance must be presented to the next higher level of management within five (5) working days after receiving a decision from a management official. Up to this point, the employee will be informed, orally or in writing, of a decision on his/her grievance within five (5) working days. In the event a disciplinary/adverse action is initiated by a management official, and the employee elects to grieve, the grievance will be presented to the next higher level management official.

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Stop 2. If the grievant is not satisfied with the decision of the Division Director and wishes to grieve further, he/she must reduce his/her grievance to writing and forward it to his/her Department Head within seven (7) working days after receiving the Division Director's decision. The grievance will:

- a. Be signed by the employee or his/her designated Union representative,
- b. Be specific regarding the nature of the grievance.
- c. Be specific regarding the personal relief requested.

The Department or Staff Office Head will meet with the employee, his/her designated Union representative and appropriate management officials within ten (10) working days after receipt of the grievance. The Department or Staff Office Head will provide the employee a written decision within ten (10) working days after completion of the meeting with the employee,

Step 3. If the grievance is not settled at Step 2 of this procedure, the grievant may submit his/her written grievance to the Commanding Officer. If the employee elects to submit his/her grievance to the Commanding Officer, he/she must do so within seven (7) working days after receipt of the Department or Staff Office Head's written decision. Within seven (7) working days of receipt of the grievance, the Commanding Officer will either render a decision or will meet the aggrieved party. When the Commanding Officer determines that such a meeting is necessary, his/her decision will be rendered within seven (7) working days of the date of the meeting. If the employee is not satisfied with the Commanding Officer's decision, the Union may invoke arbitration.

SECTION 7. Union/Employer grievances (Section 5d or 5e) over Interpretation or application of this agreement or any law, rule, regulation affecting conditions of employment not concerning the employment of any specific employee will be resolved through the following procedure:

a. Grievances Initiated by either party will be submitted in writing to the other party within 15 work days from the date on which the grievable incident occurred or the moving party first became aware of being aggrieved. Within seven (7) working days of receipt of the grievance, the parties' designated representatives will meet to attempt to resolve the disagreement informally.

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b. If the above efforts do not resolve the dispute, the moving party may within five (5) working days, request, in writing, the other parties' official position in the matter. The responding party will provide a written answer within ten (10) working days of receipt of such request,

c. If the written response does not resolve the dispute, the moving party may invoke arbitration.

SECTION 8. The time limits in this article may be extended by mutual agreement of both parties. The Initiating party may withdraw the grievance at any time. Failure of the Initiating party to observe the time limits for any step of the procedures will entitle the other party to reject the grievance for being untimely. Failure of the other party to observe the time limits for any step of the procedure will entitle the Initiating party to advance the grievance to the next step. The response time at each step will be calculated from the beginning of the next working day after receipt of the grievance or presentation of a decision at the preceding step.

SECTION 9. The Union has a right to be represented in any discussion of formal grievances between Management and employees or employee representatives and to make known the views of the Union at the appropriate time. The right to be present during such discussion grievances is subject to security and confidentiality requirements.

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